

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

INTERNATIONAL UNION, UNITED
AUTOMOBILE AEROSPACE AND
AGRICULTURAL WORKERS OF
AMERICA, UAW, and its LOCAL 1402,

and

RONALD CLAPP, ROBERT RIETVELD,
ANN SKILES, and JOHN CHESTER, as
individuals, on behalf of themselves and
all persons similarly situated,

Plaintiffs,

v.

HYDRO AUTOMOTIVE STRUCTURES,
INC., HYDRO AUTOMOTIVE
STRUCTURES NORTH AMERICA, INC.,
and HYDRO ALUMINUM ADRIAN, INC.

Defendants.

Case No.: 1:11-cv-28

Hon. Robert J. Jonker
United States District Judge

EXHIBIT 1

**TO PLAINTIFFS' BRIEF IN OPPOSITION TO DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT**

BOHN ALUMINUM & BRASS COMPANY

LOCAL NO. 1402 U.A.W.

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and Local No. 1402 thereof, hereafter referred to as the Union, having demonstrated that it represents for purposes of Collective Bargaining a majority of the employees in the appropriate bargaining unit, the said International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and Local No. 1402 and the Holland, Michigan, Plant #16 of Bohn Aluminum & Brass Company, Holland, Michigan, a Division of Gulf & Western Metals Forming Company, hereafter referred to as the Company, hereby agree as follows:

WITNESSETH THAT:

WHEREAS, it is the desire of the parties hereto to promote mutual cooperation and harmony and to formulate a working agreement to cover the relationship between the Company and the Union,

THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

SECTION 1. The Company recognizes the Union as the exclusive bargaining agency in Plant #16 for all production and maintenance employees, including tool

ARTICLE XIV
INSURANCE PLAN

SECTION 1. Hospital-Medical-Surgical Insurance:

The present Blue Cross-Blue Shield Insurance will be continued without change, except as specified below:

A - Effective January 1, 1970, the Company will provide eligible employees with Michigan Blue Cross-Blue Shield Hospital-Surgical Coverage MVF2 with ML rider, ward. Employees may elect semi-private coverage by paying the difference in cost.

B - Effective January 1, 1970, the Company will pay one-half of the premium for retiree and spouse for exact fill Blue Cross-Blue Shield coverage.

New employees are covered on the first (1st) of the month following the first (1st) full calendar month of continuous service.

SECTION 2. Life Insurance:

The Company presently provides eligible employees with a \$5,000 life insurance policy on himself and \$1,000 life insurance coverage on the spouse. In addition to this coverage, he has \$1,000 life insurance for each child from age six (6) months to nineteen (19) years, and on infants from fifteen (15) days to six (6) months in the amount of \$100 (which automatically increases to \$1,000 when the infant attains the age of six (6) months). Such coverage will be maintained by the Company for the period of this agreement.

The life insurance coverage on eligible employees will be increased to \$6,500 effective December 1, 1970, and to \$8,000 effective December 1, 1971.

ARTICLE XVI

TERMINATION AND MODIFICATION

This Agreement dated DECEMBER 5, 1969 will become effective on December 5, 1969, and shall continue in full force and effect without change until 12:00 midnight September 2, 1972, and thereafter for successive periods of sixty (60) days unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

Within ten (10) days after receipt of any such notice, a conference will be arranged to negotiate the proposals, in which case this Agreement shall continue in full force and effect until termination, as provided herein.

Notices shall be sufficient if sent by mail addressed, if to the Union, to Local No. 1402, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Holland, Michigan, or to such other address as the Union shall furnish to the Company in writing;

XVI - Termination and Modification (Cont'd):

in writing; and if to the Company, to Bohn Aluminum & Brass Company,
Plant #16, Holland, Michigan, or to such other address as the Company may
furnish to the Union in writing.

IN WITNESS WHEREOF, the Company has caused these presents
to be signed in its behalf by its duly authorized and accredited representatives
and the Union has caused the same to be signed in its name by its accredited
Officers and Committeemen this 5TH day of DECEMBER, 1969.

BOHN ALUMINUM & BRASS COMPANY
HOLLAND, MICHIGAN
PLANT #16
A DIVISION OF GULF & WESTERN
METALS FORMING COMPANY

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW
AND LOCAL #1402 UAW

Allen R. Poore

Walter Nestor

Wilbert Elmendorf

John J. Voster

John S. Mohrman

Wassie Ouesungu

Brian Hyman

Harald Kronmeyer

Kenneth Star Horst

Douglas Elmbaas

Robert S. Schubert
International Representative

Kenneth W. Brown
Regional Director